



**NEEDHAM PUBLIC SCHOOLS  
1330 Highland Avenue  
Needham, MA 02492**

**November, 2016**

**REQUEST FOR PROPOSALS (RFP)  
#17SCH120G**

**TOWN OF NEEDHAM**

**SCHOOL DEPARTMENT**

**Grade 8 Washington DC Trip**

The Needham School Committee invites sealed bid proposals for the provision of **Grade 8 Washington DC Trip** for the **period beginning July 1, 2017 through June 30, 2018**. Request for proposal packages will be available from the Office of the **Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492**, or may be downloaded from <http://www.needhamma.gov/bids.aspx> beginning **November 11, 2016 9:00 AM**

Proposals are returnable to the **Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492** no later than **December 16, 2016 10:00 AM**, at which time and place they will be opened in the presence of one or more witnesses. **LATE PROPOSALS** will not be accepted. The Town reserves the right to reject any and all proposals as determined to be in the interests of the Town and to waive minor informalities.

Bids will be awarded by the Needham School Committee, acting through the Superintendent.

Dan Gutekanst  
Superintendent of Schools  
Town of Needham  
Needham, Massachusetts

**Needham Public Schools  
Procurement in Brief**

<b>Primary Procurement Contact</b>	Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02492 781-455-0400 x 204 melane_bisbas@needham.k12.ma.us	
<b>Event</b>	<b>Date</b>	<b>Details</b>
<b>Title</b>	<b>Grade 8 Washington DC Trip</b>	
<b>Contract Number</b>	<b>17SCH120G</b>	
RFP Available	<b>November 11, 2016 9:00 AM</b>	Request for proposal packages are available from the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492, or may be downloaded from <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a> .  Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those materials using the Acknowledgement of Receipt form found in Appendix B and for checking the website periodically for any addenda that may be issued.*
Pre-Bid Meeting	<b>November 17, 2016 9:00 AM</b>	A pre-bid conference will be at 1330 Highland Avenue, Needham, MA 02492. All potential bidders are invited (but not required) to attend.
Proposal Presentation	May be required.	
Deadline for Written Questions	<b>December 5, 2016 12:00 PM</b>  <b>Needham Public Schools will not respond to questions submitted after the above date.</b>	Questions must be submitted in writing, via fax, email or US post to: <b>Melane Bisbas</b> <b>School Business and Operations Coordinator</b> <b>1330 Highland Avenue</b> <b>Needham, MA 02492</b> <b>781-455-0400 ext. 204</b> <b>melane_bisbas@needham.k12.ma.us</b> Oral communications are not binding on the School Department. Responses to questions submitted in writing will be forwarded to all persons on record as having received the RFP.

Addenda	If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed or emailed to all bidders on record as having received the RFP. Addenda also will be posted to the Town of Needham bid website at <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a> .	
When and Where are Bids Due?	<p><b>December 16, 2016 10:00 AM</b></p> <p><b>LATE PROPOSALS will not be accepted.</b></p>	Bids are due to the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492 by the due date and time. If, on the bid due date, the above office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Bids will be accepted at the same location until that date and time.
Number of Required Copies	One original + 5 copies of all forms	
Bid Opening	<b>December 16, 2016 10:00 AM</b>	Sealed proposals are NOT publicly opened. Proposals will be opened in the presence of one or more witnesses. A list of bidders will be made available after the submission deadline.
Bid Surety (Bond) Requirements	None Required	
Contract Award	Award will be made within 60 business days after the bid opening.	
Contract Length	One year.	
<b>Upon Award of Contract</b>		
Payment Bond	None Required	
Performance Bond	None Required	
Insurance	Refer to Contract Terms	
<p><b>* <i>Bid Acknowledgement</i></b></p> <p>It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in <b>Appendix B</b>. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.</p>		

**NEEDHAM PUBLIC SCHOOLS**  
**1330 Highland Avenue**  
**Needham, MA 02492**

**November 2016**

**Grade 8 Washington DC Trip**  
**REQUEST FOR PROPOSALS (RFP)**  
**17SCH120G**

**I. *INFORMATION & INSTRUCTIONS TO BIDDERS***

1. ***Questions:***

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing via fax, email or U.S. post to the address specified below, no later than **December 5, 2016 12:00 PM**. Needham Public Schools will not respond to questions submitted after that date.

**Melane Bisbas**  
**School Business and Operations Coordinator**  
**1330 Highland Avenue**  
**Needham, MA 02492**  
**781-455-0400 x 204**  
**melane\_bisbas@needham.k12.ma.us**

Bidders also take note that ORAL COMMUNICATIONS ARE NOT BINDING ON THE SCHOOL DEPARTMENT. The School Department will respond to all questions submitted in writing and will forward responses to all persons on record as having received the RFP.

2. ***Downloading Bid Documents from the Town of Needham website***

Bid documents, including addenda, may be downloaded from the Town of Needham website at <http://www.needhamma.gov/bids.aspx>. Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those bid materials using the Acknowledgement of Receipt form found in **Appendix B** and for checking the website periodically for any addenda that may be issued.

3. ***Bid Acknowledgement***

It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in **Appendix B**. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid.

Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

**4. Bid Addenda**

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, faxed or emailed to all bidders on record as having received the RFP. Addenda also will be posted to the Town of Needham bid website at <http://www.needhamma.gov/bids.aspx>. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

**5. Pre-Bid Conference**

A pre-bid conference will be held on **November 17, 2016, 9:00 AM**, at 1330 Highland Avenue, Needham, MA 02492. All potential bidders are invited (but not required) to attend.

**6. When and Where are Bids Due?**

Bids will be received by the Director of Financial Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **December 16, 2016 10:00 AM**, at which time and place they will be opened in the presence of one or more witnesses. This is not a public bid opening.

**7. Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Bids will be accepted at the same location until that date and time.

**8. Late Submissions**

Bids received after the date and time specified shall not be considered. The Town of Needham assumes no responsibility for late submissions due to mail, courier or delivery delays.

**9. Submission Requirements**

- A. Proposals consist of a non-price (technical) proposal and a price proposal, which must be submitted separately from one another. The non-price proposal must be submitted separately from the price proposal, in a sealed envelope marked "Non-Price Proposal." Price proposals must be submitted in a separate, sealed envelope marked "Price Proposal." ***INCLUSION OF ANY PRICE INFORMATION IN THE NON-PRICE PROPOSAL, OR ANY COPY THEREOF, SHALL BE THE CAUSE FOR REJECTION OF THE ENTIRE PROPOSALS, WITHOUT EXCEPTION.***
- B. Bids are to be prepared and submitted on the bid forms provided herein. Bids submitted on other forms, which are incomplete, or which are not signed, may be rejected.

- C. A bid must be signed as follows: 1) if a bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- D. A complete proposal will include the following items, in the designated quantities, completed in full and appropriately signed:

Non-Price Proposal – One Original + 5 Copies

- Bid Form I Checklist of Bid Forms
- Bid Form II Bidder Information & Statement of Qualifications
- Bid Form IV Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion
- Bid Form V Certificate of Corporate Vote

Price Proposal – One Original + 2 Copies

- Bid Form III Price Proposal

**10. Premature Bid Opening**

The Town of Needham will not be responsible for the premature opening of any bid not properly identified. The School Department may reject bids, which are incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.

**11. Bid Modifications or Withdrawals**

Bidders may correct, modify or withdraw a bid prior to the submission deadline. Requests to do so must be received by the Director of Financial Operations prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled “Modification No.\_\_\_\_\_.” Each modification must be numbered in sequence, and must reference the original bid.

After the submission deadline, bidders may not change the price or any other provision of the bid in a manner that is prejudicial to the interests of the governmental body or fair competition. The Needham Public Schools will waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the Needham Public Schools will correct the mistake to reflect the intended correct bid, and will notify the bidder in writing. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.

**12. Rejection of Bids**

The School Committee of Needham (Committee) reserves the right to reject in whole or in part any and all bids, if the Committee determines that cancellation or rejection serves the best interests of the District.

**13. Bonds**

Not Required

**14. Uniform Procurement Act (MGL Ch30B)**

Bids shall be prepared, considered, and the Contract awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B, the Uniform Procurement Act.

**15. Prices Firm for 60 Days**

All bid prices submitted in response to this RFP must remain firm for sixty (60) days following the bid opening, until a contract is executed, or the RFP is cancelled, whichever occurs first.

**16. Taxes**

Purchases made by the Needham Public Schools are exempt from the payment of all federal excise tax and the payment of Commonwealth of Massachusetts sales tax. As such, sales tax must not be included in the bid price. If requested, the School Department will provide the awarded bidder with a copy of the certificate of exemption.

**17. Public Records**

Under Massachusetts General Laws, the Needham Public Schools cannot assure the confidentiality of any materials or information that may be submitted in response to this Bid. Vendors who choose to submit confidential information, do so at their own risk. All materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law.) Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge twenty cents (\$0.20) per page for photocopies, twenty-five cents (\$0.25) per page for microfilm copies and fifty cents (\$0.50) per page for computer printouts. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request where the total costs are estimated to exceed ten dollars (\$10.00).

**18. Conflict of Interest**

By executing a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts Conflict of Interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

## **19. Other Notices**

Bid evaluation and contract award will be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

## **II. BASIS FOR USE OF COMPETITIVE SEALED PROPOSALS (RFP)**

The School Procurement Officer has determined that selecting the most advantageous proposal for **the Grade 8 Washington, DC trip** will require comparative judgments of factors in addition to price, including: overall proposal quality, tour company experience and tour supervision, quality of proposed itinerary, appropriateness of the proposed itinerary for Grade 8 students, quality of the Community Service Learning component, quality of accommodations and dining, and travel date availability.

## **III. CONTRACT AWARD & BIDDER QUALIFICATIONS**

### ***1. Rule for Award/ Contract Issuance:***

- A. One contract for the **Grade 8 Washington DC Trip** will be awarded to the responsive and responsible bidder providing the most advantageous proposal over the one year contract period, beginning **July 1, 2017 and ending June 30, 2018**.
- B. The Needham School Committee will award the contract under this bid within sixty (60) business days after the opening of the bids.

- C. Should there be a reason why the contract cannot be awarded within the time referenced herein, the time for award may be extended for up to 45 additional days by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- D. The Needham Public Schools reserves the right to reject any and all proposals as determined to be in the best interest of the Town and to waive minor informalities.
- E. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix A), or a contract in substantially similar format.
- F. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- G. The award will be subject to satisfactory reference checks, conducted by the School Department.

**2. Bidder Qualifications:**

- A. To be considered qualified under this bid:
  - a. Bidders must provide all services specified herein, and comply with all bid submission requirements.
  - b. Bidders must provide evidence of satisfactory ability and experience to execute the requirements, specifications, and conditions of this Bid. This information will be provided on Bid Form I. If requested, a bidder may be required to submit additional evidence to demonstrate satisfactory ability and experience to the Needham Public Schools.
- B. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold contract award when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents. Needham Public Schools reserves the right to solely determine what constitutes satisfactory evidence of adequate ability, experience and/or capital to execute the bid requirements under this section.

**3. Estimated Quantities:**

Unless otherwise stated, the quantities identifies herein are ESTIMATES ONLY, given for informational purposes and as a basis for comparison of bids. Actual quantities may be more or less than the estimates provided herein.

#### **IV. *PURCHASE DESCRIPTION & SCOPE OF SERVICES:***

##### **1. *Overview***

The School Department, acting through its Superintendent, is seeking written proposals for the annual Washington, DC trip for all Grade 8 students. The contract period is July 1, 2017 through June 30, 2018.

##### **2. *Scope of Service & Quality Requirements***

- a. Proposals must meet the following REQUIRED MINIMUM CRITERIA to be eligible for contract award:
  - The trip will accommodate the eighth grade student population of approximately 450 students, separated into 5 groups of approximately 90 students each for at least four days and three nights. All 450 students will travel during the same time period. It is acceptable for five concurrent trips to run during the same dates. The tour company, selected hotels, and venues must be able to accommodate all students, and have handicapped accessible facilities as well.
  - The trip will be held yearly in October. The tour company and the schools will determine the specific date(s) together every year.
  - The Grade 8 Washington, DC trip will provide all students with meaningful opportunities to enhance learning in all subject areas, develop social, emotional, wellness, and citizenship skills, and live the Pollard Core Values. Pollard's Core Values are to: act with compassion, integrity, and inclusivity; strive for personal growth; be curious, confident, and independent learners and foster relationships with peers and teachers through team-building exercises.
  - The tour must include the following elements:
    - Security at night in hotel.
    - Nighttime venues that can accommodate the entire group - at least 2 of the 3 nights that are both academic and "social" (ex: night time boat cruise/game or a guided sightseeing tour at night).
    - Community Service Learning component-through a community service opportunity, we are seeking an experience for our students to contribute to the local community in an authentic manner. This Service Learning experience can be created as smaller, different experiences or one large group experience. Ideas such as cleaning up a local park or school; reading to elementary school students; volunteering at a local shelter; creating awareness campaigns on local government or politics, etc. This is a way to build partnerships and a sense of greater responsibility.

#### Attractions:

- Tour of the monuments
  - Holocaust Memorial Museum
  - Newseum
  - Mt. Vernon (Washington's Plantation)
  - Time on the National Mall with options of different Smithsonian Museums
  - The Museum of African American History, if open
  - Arlington National Cemetery with potential for wreath laying ceremony
  - Rainy day back-up plans, if any
  - All meals included (with different options to satisfy dietary restrictions/allergies.)
  - Single occupancy rooms to administrators and nurses, and double occupancy rooms for all teachers chaperoning the trip, with the option for single occupancy for teachers.
  - The tour company will provide the Needham Public Schools with daily itineraries.
  - Daily itinerary provide ample time for activities and some down time.
  - Emergency Service line that can be reached 24/7 before and during the trip
  - Hotels within 30 minutes of the sights.
  - Head tour guide overseeing entire trip who is experienced and qualified.
  - Round-trip transportation included, along with on tour transportation.
  - Illness and accident coverage insurance plan included.
  - Potential for scholarship opportunities.
  - All inclusive trip price for participants.
  - The tour company must allow for parents to make payments directly to the tour company for the cost of the travel on a fixed payment schedule that applies to all participants. Needham Public Schools will not receive funds or make payments directly to the travel agent under this agreement.
- At least partial refund, in event of tour cancellation.
  - E-payment services, if offered, must meet the following system requirements:

#### E-System Requirements:

- The system is already deployed and tested.
- The system adheres to the requirements of the national Cardholder Information Security Program and is PCI Compliant.
- The system is a secure web-based system.
- Any fee charged to a payer for conducting a payment must be conspicuously stated during the session. The payer must consent to the fee and provide approval, before a credit authorization is initiated. Additionally, it must be clearly stated that the fee(s) are not associated with the Needham Public Schools or the Town of Needham.

- The Contractor must provide support to users of the online payment system; Needham Public Schools shall not be responsible for providing technical support, payment assistance or system repairs of any kind.

Additionally, the Contractor must meet the following confidentiality and reporting requirements for all payments received, from any source:

*Confidentiality & Reporting Requirements*

- The Contractor shall ensure the security and confidentiality of all payments and financial information obtained from payers.
- The Contractor shall provide regular and on demand financial activity statements to the Needham Public Schools Business Office, which summarize transaction activity to date, including:
  - Total Trip Charges in the following format: # participants x per-participant cost
  - Itemized student payments
  - Itemized credits/adjustments, as applicable with date
  - Trip balance remaining
  - Balance installment(s) remaining, including due date.

b. The following additional comparative criteria are DESIRED, but NOT REQUIRED:

- Daily itinerary that provides time for both activities and some down time.
- Team building activity, e.g. a scavenger hunt
- An athletic component and/or cultural component
- In addition to the Lead Tour Guide, multiple tour guides provided to ensure at least one tour guide per bus and to create manageable groups of students.

c. Bidders are required to provide the following information as part of their non-price proposals. DO NOT include any price information as part of the following:

1. Detailed Description of how proposer will meet (or not meet) each of the scope elements identified in:
  - a. Section IV.2.a, Required Minimum Criteria and
  - b. Section IV.2.b, Desired but Not Required Criteria
2. Information about Proposer, including:
  - a. Company profile, including:
    - i. Company history and information
    - ii. a list of key personnel who would participate in the Washington DC Trip, with experience and qualifications
    - iii. Number of years providing tours of Washington, DC., generally.
    - iv. Number of years providing student tours of Washington DC, with information about types of student tours provided, including: tour types, age groups served, min/max group sizes accommodated.
  - b. At least three written references from prior clients, preferably from school systems hosting student tours similar in scope to that proposed in this RFP
  - c. List of contracts similar in size or scope to that proposed in this RFP, from among those identified on Attachment A Non-Price Proposal Form.

- d. Sample itinerary for Needham Tour.
- e. Trip terms and conditions for participations, including cancellation and refund policies.
- f. List of trip inclusions and exclusions.
- g. E-payment terms and conditions for participants.
- h. Terms and conditions of accident/illness insurance plan(s)
- i. Detailed description of proposed transportation, lodging and dining accommodations, including age-specific hotel accommodations and options to meet dietary restrictions.
- j. Listing of potentially available travel dates for Needham tour.
- k. Proposal Table of Contents

### **3. Selection Process**

- a. Proposals will be evaluated in a two-stage process by a Technical Review Committee and the School Procurement Officer.
  - i. Proposals first will be reviewed by a Technical Review Committee, consisting of the Middle School Principal, the School Business and Operations Coordinator and/or designees. This committee will review the non-price proposals that meet the minimum requirements identified in Section IV.2 and the Submission Requirements outlined in Section I.9, without knowledge of price. Proposals will be judged based on the comparative evaluation criteria described in Section V. At the conclusion of the evaluation, the Committee will prepare a summary evaluation of the non-price proposals and will submit the summary evaluation to the School Procurement Officer for review.
  - ii. The School Procurement Officer then will open the price proposals, after the evaluation of the non-price proposals is completed.
- b. The School Procurement Officer will determine the most advantageous proposal, taking into consideration both the Technical Review Committee's evaluation of the non-price proposals, as well as the price proposals, and will submit this recommendation to the Superintendent.
- c. The Needham School Committee, acting through its Superintendent, will award the contract to the responsive and responsible bidder offering the most advantageous proposal.

## **V. *COMPARATIVE EVALUATION CRITERIA***

- a) Proposals that meet the minimum requirements described in the Scope of Services (Section IV.2), will be further evaluated on the comparative criteria listed below. For each criterion, proposals will be assigned a rating of Highly Advantageous, Advantageous or Not Advantageous. After rating each proposal based on the following criterion, an overall rating will be assigned. Criteria that will be used for comparative purposes are listed below.

Overall Proposal	
Highly Advantageous	The proposal is complete, demonstrates a clear understanding of the scope of services to be performed and how the services would be provided in accordance with the School Department's Needs.
Advantageous	The proposal is complete.
Not Advantageous	The proposal is incomplete and/or lacks clear understanding of the scope of services to be performed or how the services would be provided in accordance with the School Department's Needs.

Tour Company Experience and Tour Supervision	
Highly Advantageous	Proposers have been offering student tours in Washington, DC for 15 or more years that are substantially similar to that specified in this proposal with excellent reviews. Multiple tour guides provided including a Lead Tour Guide and one tour guide per bus.
Advantageous	Proposers have been offering student tours in Washington for 5 to 10 years with strong reviews that are similar to the trip specified in this proposal. Multiple tour guides provided including a Lead Tour Guide and one tour guide per bus.
Not Advantageous	Proposers have been offering tours in Washington for 5 or fewer years and/or has not provided tours to students in the past and/or has provided tours which are dissimilar to that proposed here. Lead tour guide, but no individual guides.

Quality of Itinerary/ Tour Information	
Highly Advantageous	The itinerary is explained in detail, with high quality activities that clearly align with the proposal given and Pollard's core values. Trip terms and conditions are detailed, thorough and comprehensive.
Advantageous	The itinerary is explained, but specific course plans are not available, and/or activities are of acceptable but not high quality. Trip terms and conditions are generally described in detail.
Not Advantageous	The itinerary plan does not offer examples or explain the activities in sufficient detail and/or activities are not of acceptable quality or aligned to the proposal requirements and/or trip terms and conditions are not described in sufficient detail or comprehensiveness.

Student-Centered Planning	
Highly Advantageous	Proposed itinerary reflects a creative, child-centered trip; Itinerary reflects deep knowledge of adolescent development and activities that engage eighth grade students.
Advantageous	Proposed itinerary demonstrates an adequate knowledge of adolescent development and activities that engage most eighth grade students.
Not Advantageous	Proposed itinerary does not demonstrate knowledge of adolescent development and activities that engage most eighth grade students.

Quality Community Service Learning	
Highly Advantageous	Community service components of proposed itinerary is age-appropriate, relevant, hands-on and is meaningful for students.
Advantageous	Proposed itinerary provides an appropriate community service learning component for students.
Not Advantageous	Proposal does not include an identifiable or appropriate community service component.

Quality of Accommodations and Dining	
Highly Advantageous	The proposer has high quality, age-appropriate housing, common spaces, separate sleeping quarters for staff and teachers; accommodations are accessible for all participants; accommodations are conveniently located for proposed itinerary. Meals are high quality, age appropriate and satisfy allergy and dietary restrictions.
Advantageous	The proposer has adequate age-appropriate housing, common spaces, separate sleeping quarters for staff and teachers; accommodations are accessible for all participants; accommodations are reasonably located for proposed itinerary. Meals are of adequate quality and/or age-appropriate and/or offer limited options for satisfying dietary and allergy restrictions.
Not Advantageous	The proposer has poor quality and or non-age-appropriate housing, common spaces, separate sleeping quarters for staff and teachers; accommodations are accessible for some but not all participants; accommodations are not conveniently located for proposed itinerary. Meals are poor quality and/or not age-appropriate and/or offer no variety to meet allergy or dietary restrictions.

Availability of Travel Dates	
Highly Advantageous	Tour company offers great flexibility on dates to travel.
Advantageous	Tour company offers multiple travel dates, with some restrictions.
Not Advantageous	Tour company offers few potential travel dates.

**Bid Form I**  
**Needham Public Schools**  
**CHECKLIST**

Company Name: \_\_\_\_\_

<input type="checkbox"/>	Acknowledgement of Receipt Form (Appendix B), completed and returned, if bid materials downloaded from the Town of Needham bid website.
<input type="checkbox"/>	Bid Form II, Bidder Information & Statement of Qualifications, completed, signed and submitted in the Non-Price Proposal envelope. Include required General Program Information as an attachment to this form.
<input type="checkbox"/>	Bid Form III, Price Proposal, completed, signed and submitted in the Price Proposal envelope.
<input type="checkbox"/>	Bid Form IV, Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion, completed, signed and submitted in the Non-Price Proposal envelope.
<input type="checkbox"/>	Bid Form V, Certificate of Corporate Vote, completed, signed and submitted in the Non-Price Proposal envelope.
<input type="checkbox"/>	<p>Bidder acknowledged all addenda, if any:</p> <p>Addendum #1, Dated _____</p> <p>Addendum #2, Dated _____</p> <p>Addendum #3, Dated _____</p> <p>Addendum #4, Dated _____</p> <p>Addendum #5, Dated _____</p> <p>Addendum #5, Dated _____</p>

**Bid Form II**  
**Needham Public Schools**  
**BIDDER INFORMATION & STATEMENT OF QUALIFICATIONS**

**The following information is provided as evidence of the bidder’s qualifications to perform work, as bid upon, in accordance with the contract specifications. All questions must be answered. Additional data may be submitted on separate, 8.5 x 11 inch attached sheets.**

**BIDDER IDENTIFYING INFORMATION:**

Company Name: \_\_\_\_\_  
 Main Office Address: \_\_\_\_\_  
 Official Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

The named organizational entity submitting this Proposal is (check one):

Proprietorship

Partnership

Corporation

**MINIMUM CRITERIA:**

Please indicate whether the proposal meets the following minimum criteria:

<b>Minimum Criterion</b>	<b>Yes / No</b>
The trip will accommodate the eighth grade student population of approximately 450 students, separated into 5 groups of approximately 90 students each for at least four days and three nights. All 450 students will travel during the same time period. It is acceptable for five concurrent trips to run during the same dates. The tour company, selected hotels, and venues must be able to accommodate all students, and have handicapped accessible facilities as well.	
The trip will be held yearly in October. The tour company and the schools will determine the specific date(s) together every year.	
The Grade 8 Washington, DC trip will provide all students with meaningful opportunities to enhance learning in all subject areas, develop social, emotional, wellness, and citizenship skills, and live the Pollard Core Values. Pollard’s Core Values are to: act with compassion, integrity, and inclusivity; strive for personal growth; be curious, confident, and independent learners and foster relationships with peers and teachers through team-building exercises.	
The tour must include the following elements:	
Security at night in hotel.	
Nighttime venues that can accommodate the entire group - at least 2 of the 3 nights that are both academic and "social" (ex: night time boat cruise/game or a guided sightseeing tour at night).	
Community Service Learning component-through a community service opportunity, we are	

seeking an experience for our students to contribute to the local community in an authentic manner. This Service Learning experience can be created as smaller, different experiences or one large group experience. Ideas such as cleaning up a local park or school; reading to elementary school students; volunteering at a local shelter; creating awareness campaigns on local government or politics, etc. This is a way to build partnerships and a sense of greater responsibility.	
<b>Attractions:</b>	
Tour of the monuments	
Holocaust Memorial Museum	
Newseum	
Mt. Vernon (Washington's Plantation)	
Time on the National Mall with options of different Smithsonian Museums	
The Museum of African American History, if open	
Arlington National Cemetery with potential for wreath laying ceremony	
Rainy day back-up plans, if any	
All meals included (with different options to satisfy dietary restrictions/allergies.)	
Single occupancy rooms to administrators and nurses, and double occupancy rooms for all teachers chaperoning the trip, with the option for single occupancy for teachers.	
The tour company will provide the Needham Public Schools with daily itineraries.	
Daily itinerary provide ample time for activities and some down time.	
Emergency Service line that can be reached 24/7 before and during the trip.	
Hotels within 30 minutes of the sights.	
Head tour guide overseeing entire trip who is experienced and qualified.	
Round-trip transportation included, along with on tour transportation.	
Illness and accident coverage insurance plan included.	
Potential for scholarship opportunities.	
All inclusive trip price for participants.	
The tour company must allow for parents to make payments directly to the tour company for the cost of the travel on a fixed payment schedule that applies to all participants. Needham Public Schools will not receive funds or make payments directly to the travel agent under this agreement.	
At least partial refund, in event of tour cancellation.	
<b>E-payment services, if offered, must meet the following system requirements:</b>	
<b><i>E-System Requirements:</i></b>	
The system is already deployed and tested.	
The system adheres to the requirements of the national Cardholder Information Security Program and is PCI Compliant.	
The system is a secure web-based system.	
Any fee charged to a payer for conducting a payment must be conspicuously stated during the session. The payer must consent to the fee and provide approval, before a credit authorization is initiated. Additionally, it must be clearly stated that the fee(s) are not associated with the Needham Public Schools or the Town of Needham.	
The Contractor must provide support to users of the online payment system; Needham Public Schools shall not be responsible for providing technical support, payment assistance or system repairs of any kind.	

<b><i>Confidentiality &amp; Reporting Requirements</i></b>	
The Contractor shall ensure the security and confidentiality of all payments and financial information obtained from payers.	
The Contractor shall provide regular and on demand financial activity statements to the Needham Public Schools Business Office, which summarize transaction activity to date, including:	
Total Trip Charges in the following format: # participants x per-participant cost	
Itemized student payments	
Itemized credits/adjustments, as applicable with date	
Trip balance remaining	
Balance installment(s) remaining, including due date.	

**ADDITIONAL COMPARATIVE CRITERIA (PREFERRED BUT NOT REQUIRED):**

<b>Criterion</b>	<b>Yes / No</b>
Daily itinerary that provides time for both activities and some down time.	
Team building activity, e.g. a scavenger hunt	
An athletic component and/or cultural component	
In addition to the Lead Tour Guide, multiple tour guides provided to ensure at least one tour guide per bus and to create manageable groups of students.	

**GENERAL PROGRAM INFORMATION:**

The RFP requires the following general program information to be included in your RFP response. Please attach the information to this form, and confirm below. This general information should be applicable to all individual program sites.

<b>Documentation Attached?</b>	<b>Yes / No</b>
Detailed Description of how proposer will meet (or not meet) each of the scope elements identified in:	
Section IV.2.a, Required Minimum Criteria and	
Section IV.2.b, Desired but Not Required Criteria	
Information about Proposer, including:	
<b>Company profile, including:</b>	
Company history and information	
A list of key personnel who would participate in the Washington DC Trip, with experience and qualifications	
Number of years providing tours of Washington, DC., generally.	
Number of years providing student tours of Washington DC, with information about types of student tours provided, including: tour types, age groups served, min/max group sizes accommodated.	
At least three written references from prior clients, preferably from school systems hosting student tours similar in scope to that proposed in this RFP	
List of contracts similar in size or scope to that proposed in this RFP, from among those identified on Attachment A Non-Price Proposal Form.	

Sample itinerary for Needham Tour.	
Trip terms and conditions for participations, including cancellation and refund policies.	
List of trip inclusions and exclusions.	
E-payment terms and conditions for participants.	
Terms and conditions of accident/illness insurance plan(s)	
Detailed description of proposed transportation, lodging and dining accommodations, including age-specific hotel accommodations and options to meet dietary restrictions.	
Listing of potentially available travel dates for Needham tour.	
Proposal Table of Contents	

**REFERENCES & OTHER:**

1. **List any work the firm has failed to complete, where and why:**

---



---



---

2. **Please identify five contracts, which are similar in size and scope to the proposed contract, in which you have performed work, preferably contracts held with Massachusetts municipalities. Include a contact name, address and phone number. Needham Public Schools reserves the right to contact these vendors for references:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

3. **Attach three references preferably from school districts for travel of a similar type, including the contact name, address, telephone number, fax, contact person, a description of the actual work performed, and fee charged. The references should attest to the quality of the tour experience.**

**OTHER INFORMATION:**

- a. Has the proposal been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded?  Yes  No
- b. Has the Bidder placed any special conditions or restrictions in its Request for Proposals?  Yes  No (A yes response may be cause of rejection.) If yes, provide details or a reference to the applicable section of the bid response, on an attached sheet.
- c. Has the Bidder identified any and all exceptions to the Town’s specifications and are they included in the submission?  Yes  No If yes, provide details or a reference to the applicable section of the bid response, on an attached sheet.
- d. Is the Bidder prepared to provide the insurances as required?  Yes  No
- e. Will the bidder be able to complete the services under this contract by the indicated date?  Yes  No

- f. Is the Bidder prepared to execute the Town's contract if awarded?  Yes  No
- g. Has the Bidder (Company) ever been debarred from doing business with any federal, state or local agency?  Yes  No If yes please provide the details (on a separate paper attached to this form) including agency name, date and reason for debarment.
- h. Has the Bidder (Company) ever defaulted on a contract or has been rejected as non-responsive within the past five years?  Yes  No If yes please provide details.
- i. Has the Bidder (Company) or anyone a party to the proposed contract ever failed to complete a contract awarded?  Yes  No If yes, provide details.
- j. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check)?  Yes  No

**SIGNATURE/ ACKNOWLEDGEMENT:**

This section must be signed by an individual with the authority to commit the bidding entity to a binding agreement. If the Bidder is an individual, this section must be signed by the Bidder, personally. If a partnership, the Bid must be signed by the name of the partnership, followed by the signature of each partner. If a corporation, the Bid must be signed by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporate Seal affixed (see Bid Form V.)

The undersigned assures that this bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work. Additionally, the undersigned assures that he/she has informed himself/herself fully of the information presented in the RFP and that he/she has made his own examinations and estimates and from them makes this Bid.

The undersigned also understands that the School Committee reserves the right to waive any informalities in, to reject any and all bids, or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be in the best interests of the Needham Public Schools and the Town of Needham.

With the above understanding, the undersigned proposes to comply in all respects with the specifications of this RFP and that, if awarded this contract, he/she will execute a contract within sixty business days, after presentation by the awarding authority, in accordance with the terms of this Bid.

Signature of Bidder \*: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Title of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

\* If a partnership, additional partners should sign below:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Form III**  
**Needham Public Schools**  
**PRICE PROPOSAL**

The undersigned proposes to offer **the Grade 8 Washington, DC Trip** in accordance with the Scope of Services. This Price Proposal Form is to be signed by the individual authorized to negotiate for and commit the Proposer to a binding agreement. The per participant bid price indicated on this form shall be construed to cover all costs incurred by the Contractor in the performance of this contract. All bid prices are to be indicated in ink (or typewritten), and written in both longhand and numerals. If there appears to be discrepancy between these figures, the price indicated in longhand shall prevail.

**Company Name:**

\_\_\_\_\_

**PRICE PROPOSAL REQUIREMENTS:**

The total contract price will be calculated on a per-student basis, based on the estimated total number of 450 students and adults. Actual contract costs may vary up or down, based on the actual number of students attending the trip. The total should include all fees and associated costs for teachers, nurses, and/or administrators who will stay overnight in the hotel, or any other costs associated with the program.

A. 450 students x \$ \_\_\_\_\_ /student (Cost of trip) = \$ \_\_\_\_\_ Unit Price A.

Unit Price (A) (in Longhand): \_\_\_\_\_

Total Fixed Price (A) (in Longhand):

\_\_\_\_\_

Please indicate any prompt-pay discounts (and related conditions), and/or other cost-avoidance factors which the Bidder proposes as a means of reducing the overall unit price to the Needham Public Schools:

\_\_\_\_\_

\_\_\_\_\_

Should the proposer require additional hours, employees, consultants, subcontractors or other assistance to complete the work required and/or meet the performance or quality requirements under this RFP, the proposer shall do so at no additional cost to the Needham Public Schools.

**Bid Form III  
Needham Public Schools  
PRICE PROPOSAL (Page 2)**

Please provide below the amount the fixed prices will increase or decrease for each year of the bid.

Signature of Bidder \*: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Title of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

\* If a partnership, additional partners should sign below:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Form IV**  
**Needham Public Schools**  
**CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION**

**I. Certificate of Compliance with Massachusetts Tax Laws:**

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49A, the undersigned, acting on behalf of the Bidder, certifies under the pains and penalties of perjury that, to the best of my knowledge and belief, the Bidder has filed all state tax returns and paid all state taxes required under the laws of the Commonwealth of Massachusetts.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual  
or Corporate Name

BY: \_\_\_\_\_  
Corporate Officer (if applicable)

**II. Certificate of Non-Collusion:**

**Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:**

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of Individual Submitting Bid

\_\_\_\_\_  
Print name of Person Signing Bid

\_\_\_\_\_  
Name of Business or Entity

\_\_\_\_\_  
Date Signed

**Bid Form V**  
**Needham Public Schools**  
**CERTIFICATE OF CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_.  
(Name of Corporation)

held on \_\_\_\_\_(1), at which all the Directors were present or waived notice, it was voted  
(Date)

that \_\_\_\_\_ of this corporation, be it he or she, hereby is  
(Name of Officer Authorized to Sign for Corporation)

authorized to execute bid documents, contracts and bonds in the name \_\_\_\_\_  
(Corporate Office)

and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document

or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: \_\_\_\_\_  
(Clerk or Secretary)

Place of Business:

I hereby certify that I am the clerk/secretary of the \_\_\_\_\_ and that  
(Name of Corporation)

\_\_\_\_\_ is the duly elected  
(Name of Officer Authorized to Sign for Corporation)

\_\_\_\_\_ of said corporation, and that the above vote has not  
(Corporate Office)

been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_ (2)  
(Clerk or Secretary Date)

- (1) This date must be on or before the date of the Contract
- (2) This date must be on or before the date of the Contract

Affix Corporate Seal Here

**APPENDIX A  
SHORT FORM AGREEMENT  
BETWEEN TOWN AND CONTRACTOR**

**SHORT FORM AGREEMENT  
M.G.L. 30B  
Contract #**enter contract number****

**THIS AGREEMENT** for **Travel Services to [LOCATION NAME]** (hereinafter the "Project") is made the 25<sup>th</sup> day of June, 2015, by and between **[VENDOR NAME]** a corporation (or partnership, etc choose one) organized under the laws of the state of **[STATE NAME]**, with a usual place of business at **[ADDRESS]**, hereinafter called the **Contractor**, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its School Committee, hereinafter referred to as the **Town**.

**WITNESSETH** that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. AGREEMENT DOCUMENTS**

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description;
3. The **Contractor's Quote/ Travel Itinerary** dated **[DATE]**;
4. Third-Party Payment Addendum (if applicable);
5. Drawings required for the Project, if applicable and
6. Copies of all required bonds, certificates of insurance and licenses required under the contract;

**EACH OF WHICH IS ATTACHED HERETO.** These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

**ARTICLE 2. SCOPE OF THE WORK**

The **Contractor** shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the **Contractor** agrees to do everything required by this Agreement and the documents.

### **ARTICLE 3. TERM OF AGREEMENT**

This Agreement shall be for a term of one year, commencing on [DATE] and ending on [Date], unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the **Contractor and the Town**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

### **ARTICLE 4. THE AGREEMENT SUM**

Needham Public School students and their parents will pay the **Contractor** for the performance of this Agreement for the total number of travelers at the unit prices specified in the Contractor's Proposal, including all reimbursable expenses.

Payments under this agreement shall be made contingent upon the collection of fees from trip participants. Trip participants who have failed to make payment in full by trip date, may be removed from the Tour and refunded all payments less their deposit, subject to the Contractor's Terms and Conditions.

### **ARTICLE 5. PAYMENT**

If applicable under Article 4, the **Town** shall make payment as follows:

1. The **Town** shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month, according to the schedule set in the Contractor's Reservation Confirmation.
2. With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
3. If for any reason the **Town** makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
4. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article.
5. Invoices for services procured under this Agreement are to be sent to: **Attn: Business Office, Needham Public Schools, 1330 Highland Avenue, Needham MA, 02492.**

### **ARTICLE 6. PROMPT PAYMENT DISCOUNTS**

The **Contractor** will allow a Prompt Payment Discount for payment made by the **Town** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as follows:

Prompt Payment Discount %	Payment Issue Date w/in
Enter percent%	Enter days Days

**ARTICLE 7. TAX EXEMPT STATUS**

The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Contractor** for the tax paid by the **Contractor** on behalf of the **Town**. Any other taxes imposed on the **Contractor** shall be borne solely by the **Contractor**.

**ARTICLE 8. NONPERFORMANCE**

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

**ARTICLE 9. TERMINATION**

In addition to the provisions of Article 8, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The **Town** shall also have the right to immediate termination:

1. any material misrepresentation made by the **Contractor**.
2. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
  1. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
  2. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
  3. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
  4. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
  5. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
  6. failure to comply with a material term of this Agreement, including, but not limited to, the provision

of insurance and nondiscrimination; and

7. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 30 days after it is due.

#### **ARTICLE 10. EMPLOY COMPETENT PEOPLE**

The **Contractor** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

#### **ARTICLE 11. CHANGE IN SCOPE OF SERVICES**

If this Agreement is pursuant to M.G.L. Ch. 30B, the **Town** may increase the quantity of supplies or services or both specified in this Agreement provided:

1. the unit prices remain the same or less;
2. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the *Town* and is more economical and practical than awarding another contract;
3. the **Town** and **Contractor** agree to the increase in writing;
4. the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
5. the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

#### **ARTICLE 12. NOTICE**

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham:      Anne Gulati  
   Director of Financial Operations  
   Needham Public Schools  
   1330 Highland Avenue  
   Needham, Massachusetts 02492

The Contractor:            **[Contact Name]**  
   **[Contact Title]**  
   **[Contractor Name]**  
   **[Contractor Address]**  
   **[Contractor Address]**

**ARTICLE 13. INSURANCE**

1. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
2. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ **25,000**.
3. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
4. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

**ARTICLE 14. INDEMNIFICATION**

The **Contractor** shall indemnify, defend, and save harmless the **Town** and all of the **Town's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the **Town** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the **Town's** insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Agreement.

**ARTICLE 15. CORI CERTIFICATION**

Services Do Require a CORI check

Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Contractor** hereby acknowledges the right of the **Town** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

If the above certification is checked "Services Do Require Background Check," employees of the Contractor must submit a signed Criminal Offender Record Information (CORI) authorization form to the Needham Public Schools' Human Resources Office prior to commencing work on the contract and must submit to a fingerprint-based federal background check at the employee's expense before beginning work. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17, in accordance with G.L. c. 6, §§ 167-178B. The fingerprint-based federal background check is done in accordance with Chapter 459 of the Acts of 2012, as amended by Chapter 77 of the Acts of 2013, and applies to all school employees and designated school contractor employees who may have direct and unmonitored contact with children.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Contractor** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

If transportation of students is to be provided by a company with a usual place of business in Massachusetts, the Needham Public Schools also will require employees of the contractor to submit to a fingerprint-based federal background check at the employee's expense, before beginning work.

#### **ARTICLE 16. MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 17. GUARANTEE OF WORK**

1. Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
  - a. Make goods and services conform to this Agreement;
  - b. Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - c. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

## **ARTICLE 18. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

1. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor** or **Contractor's** Consultants shall become the property of the **Town** upon payment of sums due under the contract. The **Town** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.
2. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
3. The **Town** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
4. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **Town**.

## **ARTICLE 19. GOVERNING LAW**

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

## **ARTICLE 20. CONSENT TO VENUE**

1. The **Contractor** agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
2. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
3. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the **Town** acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.
4. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.
5. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless

the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

#### **ARTICLE 21. WORK PRODUCT**

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the **Contractor** shall provide to the **Town** a writing from the Subcontractor that he assents to this Work Product Article.

#### **ARTICLE 22. SUBCONTRACTING**

The Town authorizes the Contractor to secure the services of subcontractors necessary to provide the travel described in the Contractor's Reservation Confirmation. The **Contractor** shall not subcontract any additional work to any corporation, entity or person without the prior written approval of the **Town**.

#### **ARTICLE 23. INDEPENDENT CONTRACTOR**

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principal-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.

#### **ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

#### **ARTICLE 25. PREVAILING WAGE RATES**

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

#### **ARTICLE 26. CONFLICT OF INTEREST**

By execution of this Agreement with the **Town**, the **Contractor** acknowledges that the **Town** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

## **ARTICLE 27. CONFIDENTIALITY**

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

## **ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.**

The **Contractor** shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The **Town** shall have access during the **Contractor's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

## **ARTICLE 29. SEVERABILITY**

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

## **ARTICLE 30. CERTIFICATIONS**

By executing this Agreement, the **Contractor** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Contractor** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Contractor** shall provide access to records to town officials; and the **Contractor** certifies that the **Contractor** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Contractor** shall comply with all applicable federal, state, and local laws and regulations.

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

The **Contractor** certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the **Contractor** certifies that it will immediately notify the **Town** in writing if there is any risk to the solvency of the **Contractor** that may impact the **Contractor's** ability to timely fulfill the terms of this Agreement.

The **Contractor** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the **Contractor** or any of its officers, directors, employees, agents, or subcontractors of which the **Contractor** has knowledge, or learns of during the Agreement term. **Contractors** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the **Contractor** certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

Other Federal And State Laws And Regulations including but not limited to the Americans with Disabilities Act.; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 18 U.S.C. 874 and 40 U.S.C. 276c (Copeland "Anti-Kickback" Act); 40 U.S.C. 276a to a-7 (Davis-Bacon Act, as Amended); 40 U.S.C. 327-333 (Contract Work Hours and Safety Standards Act); 37 CFR part 401 (Rights to Inventions Made Under a Contract or Agreement); 42 U.S.C. 7401 et seq., as amended (Clean Air Act); 1633 U.S.C. 1251 et seq., as amended (Federal Water Pollution Control Act); 31 U.S.C. 1352, as implemented 34 CFR Part 82 (Byrd Anti-Lobbying Amendment); 47 U.S.C. 5 (Telecommunications Act); E.O.s 12549 and 12689 (Debarment and Suspension); Section 106 of "TVPA" (Trafficking Victims Protection Act of 2000); American Recovery and Reinvestment Act of 2009; Pub. L. 111-5 ("ARRA"), Section 1605 of ARRA; and 2 CFR part 176.140 (Buy American); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

## **ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

The **Contractor** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Contractor** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12

\_\_\_\_\_

Social Security Number or  
Federal Identification Number

\_\_\_\_\_

Signature of Individual  
or Corporate Name

BY: \_\_\_\_\_

Corporate Officer (if applicable)

**IN WITNESS WHEREOF** the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

**CONTRACTOR:** \_\_\_\_\_

By\*: \_\_\_\_\_

Title: \_\_\_\_\_

*\* My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

**TOWN OF NEEDHAM, by its**      School Committee/ Superintendent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

\_\_\_\_\_  
School Procurement Officer

Date:

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#:

Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Director of Financial Operations

Date:

Approved As To Form:

\_\_\_\_\_  
David S. Tobin, Town Counsel

Date:

### **Third-Party Payment Addendum to Needham Short Form Agreement**

This addendum covers the acceptance of student fees by the Contractor, in the form of payments made directly by the parent/student to the Contractor, via mail or e- payment.

E-payment services, if offered, must meet the following system requirements:

#### E-System Requirements:

- The system is already deployed and tested.
- The system adheres to the requirements of the national Cardholder Information Security Program and is PCI Compliant.
- The system is a secure web-based system.
- Any fee charged to a payer for conducting a payment must be conspicuously stated during the session. The payer must consent to the fee and provide approval, before a credit authorization is initiated. Additionally, it must be clearly stated that the fee(s) are not associated with the Needham Public Schools or the Town of Needham.
- The Contractor must provide support to users of the online payment system; Needham Public Schools shall not be responsible for providing technical support, payment assistance or system repairs of any kind.

Additionally, the Contractor must meet the following confidentiality and reporting requirements for all payments received, from any source:

#### Confidentiality & Reporting Requirements

- The Contractor shall ensure the security and confidentiality of all payments and financial information obtained from payers.
- The Contractor shall provide regular and on demand financial activity statements to the Needham Public Schools Business Office, which summarize transaction activity to date, including:
  - Total Trip Charges in the following format: # participants x per-participant cost
  - Itemized student payments
  - Itemized credits/adjustments, as applicable with date
  - Trip balance remaining
  - Balance installment(s) remaining, including due date.

**APPENDIX B  
ACKNOWLEDGEMENT OF RECEIPT**

<b>Release Date</b>	November 11, 2016 9:00 AM
<b>Bid Title</b>	Grade 8 Washington DC Trip
<b>Bid Number</b>	17SCH120G
<b>Pre-Bid Conference</b>	November 17, 2016 9:00 AM
<b>Questions Due</b>	December 5, 2016 12:00 PM
<b>Bids Due</b>	December 16, 2016 10:00 AM
<p>Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, School Department at <b>781-455-0434</b> or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. <b>Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register.</b> Proposals from companies or individuals <b>not</b> acknowledging the addenda may be rejected as <b>not responsive.</b></p>	
<b>Name of Company or Individual (Print)</b>	
<b>Name/ Title of Contact (Print)</b>	
<b>Address (Line 1)</b>	
<b>Address (Line 2)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address (Print)</b>	
<b>Signature</b>	
<b>Date</b>	
<p>* Addenda will be posted to the website. Please check the website before submitting your bid to the Needham Public Schools. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Needham Public Schools</p>	